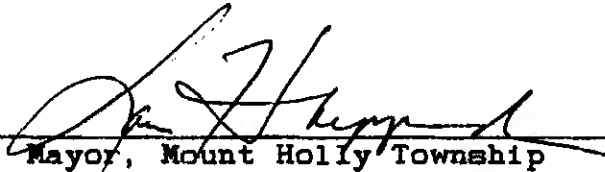


1. TERMS OF THE AGREEMENT

A. The terms of this Agreement will govern all Lieutenants, employed by the Township on the date of execution of this Agreement and thereafter. Employees who have resigned or been terminated prior to the execution of this Agreement or prior to a specified date in the Agreement providing a new or increased benefit shall not be entitled to the benefits of this Agreement.

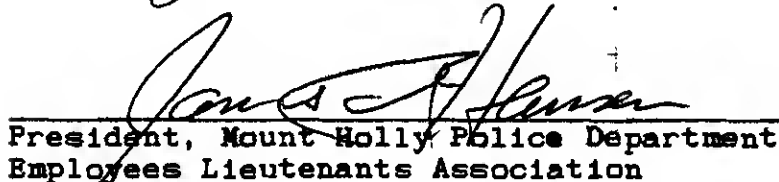
B. The Agreement shall be in effect from ~~January~~ January 1, 1989 through December 31, 1990.



Mayor, Mount Holly Township



Township Clerk



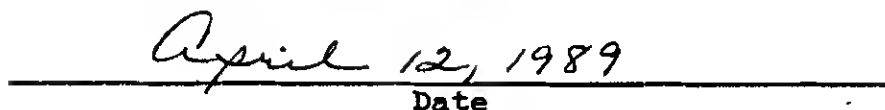
President, Mount Holly Police Department
Employees Lieutenants Association



Member Negotiations Committee Mount Holly
Police Department Employees Lieutenants Association



Witness



Date

2. RECOGNITION

A. The Township hereby recognizes the Mount Holly Police Employees Lieutenants Association as the exclusive collective negotiations agent for all Police Lieutenants. A listing of the officers of the Association shall be filed with the Township and shall be maintained in an accurate condition. The Township agrees that any employees as listed above who do not belong to the Mount Holly Police Department Employees Lieutenants Association shall be required to pay 85% of the Associations's fees and shall be entitled to all contract benefits.

B. The Township hereby recognizes the Grievance Committee of the Mount Holly Police Department Employees Lieutenants Association as the official designated unit of the Association assigned to negotiate and resolve all grievance matters.

C. The Township hereby recognizes the Negotiations Committee of the Mount Holly Police Department Employees Lieutenants Association as the official designated unit of the Association assigned to negotiate all contract matters and agreements between the Township and the Association.

D. The Township recognizes the Safety Committee as the official designated unit of the Mount Holly Police Department Employees Association assigned to present matters pertaining to member's safety to the Township Manager. It is agreed by the Township and the Association that job safety is of extreme importance and that both parties shall commit themselves to the advancement of safety within the Police Department.

A joint Advisory Safety Committee shall be formed and consist of three (3) Association members and the Township Manager and/or the Director of Public Safety. Suggestions shall be made in writing and forwarded to provide at least one weeks notice for a meeting or written reply, which ever is requested.

Any suggestions or other matters brought up shall not be considered negotiations, but shall be merely for the purpose of assisting in the development of policies and procedures towards the mutual desires of both parties. These items shall not be considered grievances.

3. MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

(1) To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

(2) To hire all employees subject to the provisions of Civil Service Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

(3) To suspend, demote, discharge or take other disciplinary action for good and just cause according to Civil Service law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by applicable law and the specific and express terms of the Agreement.

4. ASSOCIATION RIGHTS

A. Pursuant to Chapter 123, Public Laws 1974, the Township hereby agrees that every member of the negotiating unit shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations. As a Municipal Corporation exercising governmental authority under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not discourage or deprive or coerce any member of the negotiations unit in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or by other laws of the State of New Jersey, or conferred by the Constitution of the State of New Jersey and the United States; that it shall not discriminate against any member of the negotiations unit with respect to hours, wages, or any other terms and conditions of employment by reason of his or her membership of the Association, his or her participation in any activities in the Association, collective negotiations or his or her institution of any grievance, complaint or proceeding under this Agreement. The Association press representative, or his designee, shall not have any action taken against him by the Township for information released through the Association, provided that this information be clearly designated as an official statement of the Association.

B. During contract negotiations, those members of the negotiating unit actively engaged in contract negotiations with the Township shall, on those days where meetings take place between the Association and the Township Manager, be excused from their normal duties with full pay pursuant to the following:

(1) If the negotiations member is scheduled to work during scheduled time of the meeting, he shall be excused from his shift but shall resume his normal duties if the meeting does not exceed six (6) hours in length.

(2) Members on the midnight shift shall be excused from their next shift if the meeting concludes within four (4) hours of his next shift or commences within four (4) hours of his previous shift in order to allow adequate break time between negotiations and shift work.

(3) Members on the 4:00 p.m. to midnight shift shall be excused from their shift if the meeting concludes within two (2) hours of his previous shift in order to allow adequate break time between negotiations and shift work.

(4) Negotiations meetings shall be considered the time of actual meetings between the negotiations team and the Township representative(s).

C. The President of the Association, when meeting with officials of the Township for township/association business or representing the Association on behalf of the Township, shall be excused, with pay, from his duties as specified in Section B if it shall not affect minimum manpower needs and shall be allotted eight (8) hours per year, with pay, for Association business purposes.

D. The Township shall allow the Association to designate an area for a bulletin board for the posting of Association items in the Squad Room. This shall be clearly assigned for Association use only.

5. FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the contemplation of either or both parties at the time they negotiate or signed the Agreement.

B. No rights, benefits or compensations previously agreed upon by the parties shall be lost by omission, typographical error or miswording unless specifically negotiated and agreed upon in this agreement. In the event of dispute on this issue, past practice shall apply to all such matters.

6. EMPLOYMENT RESPONSIBILITIES

A. Members of the negotiating unit agree that employment with the Mount Holly Police Department is their primary employment responsibility and agree to devote their full efforts and energies to their duties and responsibilities as members of the police department.

B. No member of the negotiating unit will accept secondary employment which impairs his official duties and responsibilities or which impairs his efficiency or effectiveness in performing those duties.

C. In order to insure that the standard as expressed above in subparagraph A is adhered to, each member of the negotiating unit will file with the Chief and/or Director of Public Safety, or the Township Manager by January 15 of each calendar year, a statement of all secondary employment provided information as to the duties and responsibilities of said employment and the average number of hours worked per week therein. In addition thereto, a supplement updated statement shall be submitted prior to the commencement of a secondary employment not included in the annual statement. The Chief and /or Director of Public Safety is authorized by the Township to review and approve said statements.

7. NO STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement no member of the Association will cause, authorize or support any strike, (i.e. the concerted failure to report for duty, or willfull absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other similar action against the Township.

B. Participation in a strike, slowdown or walkout by any employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action against such employee or employees in accordance with the procedures established by law.

C. The Association will actively discourage and will take affirmative steps to prevent or terminate any strike, work stoppage, slowdown, walkout or other similar action by its members against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township or the Association in its right to seek and obtain such judicial relief as it may be entitled to have in the event of such breach.

E. The Association reserves the right to lawful picket and demonstration by its members who are on off-duty status.

8. GRIEVANCE PROCEDURE

A. PURPOSE: The purpose is to settle all grievances between the Township and members of the Association as quickly as possible so as to assure efficiency and promote employee morale.

B. DEFINITION: A grievance is:

(1) A complaint that there has been an improper application, interpretation, or violation of the specific terms and conditions of this Agreement.

(2) An improper application, interpretation or violation of any rules, regulations, codes, policies or administrative decisions applicable to members of the negotiating unit as defined in Article 1.

(3) A "working day" is: any day other than Saturday, Sunday or Township holiday.

B. GRIEVANTS: Grievances may be filed by an individual member of the negotiating unit or by the Association itself. The aggrieved employee shall continue on his assigned duties pending the resolution of the grievance.

C. PROCEDURE: The grievant shall invoke the grievance procedure within thirty (30) working days after the occurrence of the event complained of or within thirty (30) working days after the grievant learns of the occurrence of the event complained of.

(1) The grievant will initiate the grievance procedure with the department head in writing, setting forth his grievance, specifying the nature of the complaint and the remedy desired. The Chief of Police and/or Director of Public Safety shall have a meeting with the grievant within five (5) working days after receipt of the grievance. The department head must issue a written decision to the grievant stating his findings and recommendations within five (5) working days. Failure to communicate the decision or have a meeting within the allotted times shall cause the grievance to be decided in favor of the grievant.

(2) If the grievant is not satisfied with the results of the meeting with the department head, the grievant may then request in writing a meeting with the Township Manager or in his absence, that individual responsible for the management of the Township within thirty (30) working days. Said meeting shall be held within five (5) working days of the request unless an extension is mutually agreed to in writing. If no meeting is held within the time limitations, the grievance shall be decided favorable to the grievant, or if no meeting is requested by the grievant within the time limitations, the grievance shall be decided adversely to the grievant. The Township Manager or his designee shall issue a written decision within five (5) working days of the meeting with the grievant stating all his findings, recommendations and decisions.

(3) At no time will the person acting in Step 1 act in the absence of the Manager in Step 2. The appeal to the Township Manager shall be the final step in the grievance procedure with regard to all grievances except those which allege an improper application, interpretation, or violation of the specific terms of this Agreement.

(4) With regard to all grievances alleging an improper application, interpretation or violation of the specific terms of this Agreement, a grievant who is dissatisfied with the results of the decision of the Township Manager may request in writing, that the grievance go to a joint Association-Township committee. Notice of the request shall go to the Mount Holly Police Department Employees Lieutenants Association and the Township Manager. Said committee shall be composed of one representative chosen by the Township and one chosen by the Association. No representation shall be in the employ of either group, or receive compensation for acting hereunder. The committee will attempt to resolve the grievance. The committee may, at its discretion retain the services of an attorney whose fee shall be shared equally. A request for the convening of this committee must be made by the grievant within ten (10) working days of the receipt of decision of the Township Manager. The Association-Township Committee shall convene within thirty (30) calendar days.

The Association-Township Committee must issue its decision in writing within (5) working days from the time of the meeting between it and the grievant. Failure to issue the written decision within the five (5) working day period shall cause the decision to be in favor of the grievant.

If the grievant or the Township is dissatisfied with the results of the decision of the joint Association-Township Committee, the Association or the Township shall have the right to proceed to binding arbitration.

D. BINDING ARBITRATION: Notice of intent to proceed to binding arbitration must be given by either party to the other within ten (10) working days of receipt of the decision of the joint Association-Township Committee. The parties agree to be bound by the rules, regulations and procedures of the New Jersey State Public Employment Relations Commission concerning the method of choosing an arbitrator. The cost of binding arbitration is to be borne by both sides on an equal basis. Any other costs are to be borne by the parties incurring the costs. The decision of the arbitrator shall be final and binding on all parties.

E. PERSONNEL FOLDERS: All material placed in the personnel folder of the grievant during the grievant's utilization of the grievance procedure will be moved therefrom except for the final written disposition of the grievance. Each individual member of the negotiating unit has the right to review the contents of his personnel folder at any time during office working hours. After personnel action is taken, the member may, upon request, have all detrimental correspondence or reports removed and returned to the member based upon the following schedule:

1. Official letter or reprimand - 18 months provided there is no recurrence.
2. Matters subject to Civil Service action shall, in accordance with Civil Service regulations, not be removed from personnel folders.
3. Investigated citizen letter - 2 months but only with officer's notification of such placement and notification.

F. RIGHT OF REPRESENTATION: All grievants shall have the right to be accompanied by an attorney and/or a representative or representatives of the Association at all levels of the grievance procedure. Any cost associated with this are borne by the grievant.

G. DISCIPLINARY MATTER: The negotiated grievance procedure shall not be used for any disciplinary hearings wherein the Civil Service Procedures or NJSA: 40a(14) 147 through 151 are invoked.

9. UNIFORMS, EQUIPMENT AND PERSONAL ARTICLES

A. The presentation of the proper image to the general public is of prime importance to police operations. In order to insure that all uniforms are identical and replacement uniforms are issued in a timely manner, the Township will continue to provide the first issuance and replacement issuance of uniforms and required equipment. The initial issue shall consist of five (5) winter and five (5) summer

uniforms. For replacement items in 1989 and 1990. Each uniformed Lieutenant shall receive an annual uniform allowance of \$650 in 1989 and 1990 to be monitored by the clothing officer. These amounts are to be received in the following manner:

1/4 before the Township's budget is adopted and approved by the Division of Local Government Services. New employees will receive the full allowance after one (1) year of employment provided that in any one fiscal year he cannot receive more than one year's allotment. An accounting of the uniform allowance shall be maintained by the clothing officer of each member's uniform allowance. All purchases in excess of the uniform allowance shall be paid by the officer making the purchase. Unexpended funds shall remain with the Township. All uniforms and equipment purchased with these funds shall be the property of the Township and shall be returned to the Township upon termination of employment by the member with the Township.

Detectives shall receive an annual clothing allowance of \$1,100 in 1989 and \$1,100 in 1990 in recognition of their need for civilian wearing apparel, no later than the 2nd pay of January. Officers temporarily assigned to the Detective Office shall receive \$50.00 per month and cleaning as necessary for their civilian wearing apparel while so assigned, subject to the approval by the Chief of Police and/or Director of Public Safety. The Detective Lieutenant will receive an additional \$100 per year in uniform allowance to maintain a proper uniform.

The annual uniform allowance shall provide for the items listed on the Uniform Schedule. The Township shall be responsible for establishing the minimum standards of all uniforms and equipment obtained through this allowance. These minimum standards shall be based on current specifications. Any new items not previously issued, made part of the standard equipment for all officers, shall have the initial issue provided by the Township and not deducted from the uniform allowance.

B. To provide for proper cleaning of Township issued uniforms and detective's civilian wearing apparel, the Township shall provide for cleanings as necessary at local establishments.

C. The Township will provide as a part of Item B. above, the necessary services for the repairing or replacement of uniforms or detective's wearing apparel and/or issued equipment.

D. In recognition of the investment that the Township has in an official uniform, and in order to prevent uniformed off-duty officers from receiving requests for assistance from the general public that they cannot fulfill, the Township supplied uniforms will not be worn on secondary employment positions except when specifically approved by the Chief of Police or his authorized designee.

E. In recognition of the fact that certain items have a limited and fixed life expectancy, the Township agrees to adequately maintain a replacement plan whereby all soft body armor vests shall be replaced after five (5) years of use and all sidearms shall be replaced after ten (10) years of use subject to financial ability by the Township.

F. In order to protect police personnel from financial hardship due to the damage or loss of personal articles, the Township will pay for such damage or lost personal articles, up to \$250 per article, provided that the damage or loss occurred while the member was engaged in the active pursuit of official police duties provided that these damages are not otherwise compensated by the member's insurance. Excluded from reimbursement would be loss of cash and credit cards. In addition, damage to a member's residence or automobile caused by persons attempting to intimidate members or retaliate for official actions of members shall be reimbursed by the Township provided that these damages are not otherwise compensated by the member's insurance. The maximum reimbursement will be \$250. All claims for repayment must be made in writing and with adequate explanatory information on the cause of the damage or loss within thirty (30) calendar days of the incident.

UNIFORM ISSUE SCHEDULE

A. Uniforms

| <u>Winter</u> | <u>Summer</u> |
|-------------------------|------------------------|
| Long sleeve shirts | Short sleeve shirts |
| Trousers | Trousers - lightweight |
| Ties | Hat |
| Hat | Lightweight jacket |
| Hat, insulated | |
| Raincoat & hat cover | |
| Boots - rain | |
| Winter jacket (leather) | |

B. Accessories

| | |
|-------------------|---|
| Breast badge | Shoes, boots (optional, but not both) |
| Hat shield | Safety glasses |
| Helmet | Special riot duty coveralls & protection gear |
| Ammo clips & case | Soft body armor vest |
| Belt | holster - off duty |

| | |
|--------------------|------------------------|
| Holster - on duty | Model SL-35 flashlight |
| Handcuffs & case | SL-35 Charger |
| Sam Browne belt | PR-24A holder |
| PR-24A impact tool | name plates |
| Whistle | MHPD T-shirts |
| Baseball hat | Duty Weapon |
| Patches & insignia | |
| ID wallet & badge | |

10. WORKING CONDITIONS

A. The working shifts for Lieutenants shall be at the discretion of the Public Safety Director.

No employee shall be required to work more than one tour of duty within a twenty-four hour period unless minimum manpower strength cannot be maintained. The work schedule shall be posted four (4) months in advance. An employee whose hours are subsequently rescheduled on temporary basis shall be given a minimum of forty-eight (48) hours notice of any change, said notice given by a supervisor. Otherwise the rescheduled shift shall be at the overtime rate. No officer shall be scheduled to work more than 8 hours on a holiday (10 in the case of the Detective Lieutenant), except in emergency conditions. The Township understands the concern of the MHPDRLA regarding seniority and officer assignments. The Township, in all assignments shall consider the issue of seniority. Should changes be made that affect a more senior member adversely to a less senior member, that senior member shall receive a detailed written explanation as to why seniority was not the determining factor.

B. All members will be governed by the rules and regulations contained in the Police Policy Manual dated September 30, 1977 unless revised and adopted by the Township Council in 1989. It is not withstanding anything to the contrary, no terms of conditions of employment shall be modified without prior negotiation with the Association. The contract shall supersede any updated version of each manual. Same is to be located in the Police Records room for access for all employees.

C. The Township agrees to designate the first floor (basement) men's room for employee's use only and to keep same locked to the general public and provide access for all members to the hallway leading to the locker room area.

D. The Township agrees to maintain all police equipment, to include vehicles, weapons, building and grounds, office equipment and all other related police equipment used exclusively by the Police

Department in a safe, functional and working condition and will insure to the best of its financial ability, the timely replacement of any defective, hazardous or nonfunctional equipment or any other equipment or any other equipment deemed necessary to the Director of Public Safety.

E. Travel, schooling and other required attendance by officers at events, seminars, schools, legal proceedings caused by his duties and employment with the Township:

(1) A Township vehicle shall be provided for all necessary travel whenever possible. In any circumstance where said vehicle is not provided, travel shall be paid for at the current Township rate of 25 cents/mile. Reasonable lodging, tolls and \$25/per diem for meals subject to budget restraints.

F. If any accumulated vacation is to be lost, notice shall be given to the affected party on or near November 1st. With respect to holidays, medical payments or clothing allowance, the Director of Public Safety or his designee shall also notify the affected party on or near November 1st.

G. The employee shall be advised quarterly of all of his available time, (vacation, holiday, sick, comp time, personal days). Quarterly meaning January 1, April 1, July 1, and October of each year.

11. LEGAL REPRESENTATION

The Township recognizes its obligation under N.J.S.A. 40A:14-155:

Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

12. WAGES

A. For 1989 the Mount Holly Police Department Employees Lieutenants Association will receive a 7% pay raise effective 1 January 1989. For 1990 the Mount Holly Police Department Employees Lieutenants Association will receive a 7% pay raise effective 1 January 1990.

In addition to the salaries listed in the above pay plan, each full time member shall receive a bonus paycheck on the first pay of December of each calendar year in the amount of \$350.00.

B. Members of the Association shall be evaluated yearly pursuant to the evaluation format agreed to in 1988 under the terms of the 1987-1988 agreement which provided for the development of a new evaluation format. This evaluation is not to be used in any way to determine wages. A copy of the evaluation is attached at the end of this contract.

C. Any Lieutenant assigned in a full-time capacity as a detective shall receive the following as a salary differential in lieu of any other compensation whether such compensation in the past has been vacation pay, leave, compensatory time or any other similar compensation.

The Detective Lieutenant shall accumulate eight (8) hours of compensation time every 2 weeks.

13. LONGEVITY

In order that the employees who have remained at the maximum pay rate of a grade for a number of years without a salary adjustment may receive some compensation beyond that fixed for the pay grade, the following three-step longevity pay plan is hereby adopted:

When an employee has remained at the maximum pay rate of one or more grades for forty-eight (48) months of service, longevity increment "A", (5%) of the attached pay plan shall be paid in addition to the maximum established rate of the grade. Longevity increment "B", (10%) shall be paid when an employee has been in the maximum pay rate of one or more grades for 108 months of service. Longevity increment "C", (15%) shall be paid when an employee has been in the maximum pay rate of one or more grades for 168 months of service.

The longevity increment for all employees who are eligible during the calendar year shall be paid simultaneously with the salary advancement noted in Paragraph B above, provided that the employee continues to perform his work satisfactorily, remains at the maximum pay rate and is employed on the date of the scheduled payment. The longevity payment shall be incorporated into the base pay of those at the top step who are eligible for longevity and be paid as part of the regular salary intervals.

14. OVERTIME

A. Except as otherwise provided for holidays, the Township will pay time and one-half for the following assignments:

(1) Employment in excess of 8 hours for one continuous tour of duty will entitle the member to overtime pay in thirty minute increments.

(2) For a second scheduled tour of duty in a twenty-four (24) hour period except on those days when the shift assignments rotate.

(3) For court appearances during off-duty hours for other than Mount Holly Municipal Court.

(4) For one Mount Holly Municipal Court appearance per month for those officers assigned to the 12:00 a.m. - 8:00 a.m. shift, 3 hour minimum.

(5) For rescheduled court cases when the rescheduling is not due to the police officer's absence.

(6) For other unusual circumstances when so approved in advance by the Chief of Police or his designee.

(7) Overtime is to be computed to the nearest thirty minutes.

(8) Compensatory time in lieu of overtime will be computed at one and one half times the hours earned; however, this leave is to be taken at the convenience of the department.

(9) Whenever a member, if called in from an off-duty status, which call-in has not resulted from malfeasance or nonfeasance of the member, he shall receive a minimum of two (2) hours overtime pay, unless such call-in is for the time between midnight and 8:00 a.m., then the member shall receive a minimum of three (3) hours overtime pay. Three (3) hours overtime pay if called in and were assigned the preceding or following 12 Midnite or 8:00 am shift.

(10) Overtime pay will not be given to an officer who is on sick leave, suspension or an unexcused absence on the proceeding or succeeding shift.

(11) Officer assigned to Municipal Court as the court officer shall receive a minimum of four (4) hours overtime.

B. Anytime an overtime slip is refused for any reason, the officer will be notified with an explanation as to why it was refused within forty-eight (48) hours.

15. EDUCATION REQUIREMENTS AND BENEFITS

A. In order to encourage police officers to obtain education the Township will provide as an incentive, a bonus of \$1.00 per credit hour per month for each credit hour obtained in police related courses and/or courses required in obtaining a degree in Police Administration or Science, to a maximum of \$64.00 per month. This bonus will be paid in July for those credits through June of that year. To receive this payment, a transcript must be submitted documenting courses taken and credits earned.

B. In recognition of professional standards and the need to provide adequate training to satisfy the obligations and functions

provide adequate training to satisfy the obligations and functions required of a Police Department and its personnel, the Township agrees to maintain the following level of certified instructors and training to insure the competence and ability of personnel to properly perform their assigned tasks and duties, subject to the Township's budgetary constraints.

Certified Instructors:

- (a) PR-24 - 1
- (b) Radar - 3
- (c) Firearms - 3

Members trained or certified in specific fields:

- (a) Radar - all
- (b) Breathalyzer - 6
- (c) Traffic Safety/Accident Investigation - 2
- (d) Armorer - 1
- (e) Arson Investigation - 1
- (f) Tactical operations - 1
- (g) Fingerprint ID - 1
- (h) Juvenile - 1
- (i) Photography/video - 1
- (j) Tactical weapons - 5
- (k) CPR/First Aid - All
- (l) Canine

C. The Chief of Police or Director of Public Safety shall turn over to the Association each month a listing of all available schools, seminars or courses he has been made aware of for posting.

16. LEAVE PROVISION

1.) DEFINITIONS

A. The term "year", as used herein, shall be deemed to be a calendar year from January 1 to December 31.

B. The term "day" shall be a normal tour of duty and shall be calculated in terms of hours worked by the employee. All leave shall be credited and utilized in hourly increments.

2.) LEAVE CALCULATIONS

Each employee will receive full leave credit at the commencement of the calendar year in which the member's employment anniversary occurs. If the member terminates during the year, the leave will be recalculated according to the actual time served. To receive credit for annual leave, a member must be in active work status. The employee will be paid for unused vacation leave subject to the provisions of this contract. The employee will reimburse the Township for all leave advanced to him that was not earned prior to his termination.

3.) HOLIDAYS

Full time personnel will receive the following holidays with pay. Designated holidays must be taken within twelve (12) months of the date they occur. However, if in the opinion of the Chief of Police and/or Director of Public Safety they cannot be taken without hindering the department's operations, then the member may be reimbursed for unused holidays at time and one half rate. This section applies only to the recognized parties herein.

If a holiday should occur when an employee is on a paid leave of absence, he will be paid for the holiday and it will not be charged to his leave time.

OFFICIAL HOLIDAY SCHEDULE

| | |
|------------------|----------------------------|
| New Year's Day's | Columbus Day* |
| President's Day | Veteran's Day |
| Good Friday* | Thanksgiving* & Day After* |
| Easter | Christmas Eve* |
| Memorial Day | Christmas Day |
| Independence Day | The Member's Birthday* |
| Labor Day | Martin Luther King Day* |

If an employee is on a leave of absence without pay on the days before and after a holiday, he will receive no pay credit for the holiday. However, should he return to his employment the day before, or the day following a holiday, he will receive pay credit for the holiday. If on the day of an assigned holiday a member works on an overtime status, he will receive double compensation for his overtime work.

A member shall have the option of exchanging a holiday for his regular salary. The member shall be paid for floating holidays upon request on the second pay in January. The remaining holidays may be paid for on the second pay in July if requested for that calendar year. Any requests shall be made in writing by November 1.

(*) Denotes a floating holiday which can be used or paid for prior to the date actually occurring.

4.) VACATION LEAVE

Vacations: Permanent full-time personnel will receive vacations with pay at such time as the department head determines will not interfere with the efficient operation of the department:

| <u>Years of Employment</u> | <u>Days Vacation</u> |
|----------------------------|-------------------------------|
| 0 through 1 | 1 day per month of employment |
| after 1 through 5 | 18 days per year |
| 6 through 10 | 21 days per year |
| after 10 through 20 | 26 days per year |
| 21 and over | 31 days per year |

Unused vacation may be accumulated beyond the calendar year in which it is earned but must be used during the following two (2) years. Leave taken is automatically charged against the earliest leave available to the employee.

A. Primary Vacation: Shall be vacation leave of four (4) or more consecutive days. Request for primary vacation shall be submitted by January 15th of each year, seniority shall apply to the order of issuance. The listing of primary vacation slots so allocated shall be posted by February 15 and any disputes over allocated time slots shall be resolved and final list posted no later than March 1st.

a. After posting of final listing, allocated primary vacation may not be altered, cancelled or changed without the express approval of the member.

B. Non-primary vacation: Requests for long range advance vacation leave of less than four (4) days shall be submitted by the member, in writing, a minimum of sixty (60) days in advance. Such requests shall be approved or denied within four (4) working days in written communication to the member.

(1) Requests for vacation days not within sixty (60) days in advance must be submitted by the member to his immediate supervisor and will be subject to seniority privileges. If granted in advance of the actual date, same can be changed or cancelled without the express agreement of the member with not less than forty-eight (48) hours advance notice.

(2) The member will have the option of cashing in three (3) vacation days each year as of the second pay of July. This would be paid at straight time rate.

5.) PERSONAL DAYS

In 1989 and 1990 the employees will be entitled to three (3) personal days by calling in 24-hours in advance. These days shall not be taken on any holiday recognized herein. Personal days may not be carried over from year to year. Days may only be taken on a daily basis. Only one person per shift may be off on a personal day.

6.) SICK LEAVE

Full time employees shall be entitled to one (1) day of sick leave credit for each month worked during the remainder of the calendar year following full time appointment and fifteen (15) days sick leave credit in each year thereafter.

Sick leave, for the purpose of this paragraph, is defined as absence from work because of illness, accident, exposure to contagious disease, attendance upon a member of the immediate family who is seriously ill and requires the employee's care or attendance. The parties acknowledge that sick leave can be taken for non-physical illness such as stress.

A certificate from the employee's physician may be required, or if the absence is because of the need for attending to a member of the immediate family, a certificate from the physician in attendance may be required by the Township Manager whenever such requirements appear reasonable. In addition, a certificate from the employee's physician will in any event, be required if the employee is absent due to illness for more than three (3) consecutive days, more than six (6) days in a two-week period or more than fifteen (15) calendar days in one year. In case of an illness or chronic or recurring nature causing an employee's periodic or repeated absence shall be required for every six (6) month period as sufficient proof of need of leave of absence of the employee; provided however, the certificate must specify the nature of the illness, identify its adverse symptoms and state that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Unused sick leave will accumulate to the credit of employee from year to year to be used when needed but in no instance shall the payback at retirement be more than fifty six (56) days.

7.) BEREAVEMENT LEAVE

Five (5) days bereavement leave will be granted when death occurs in the immediate family namely: the death of a spouse, child, parent, mother or father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild of the employee. If the employee must travel out of state, one extra day will be allowed for travel. This leave must be used for the purpose of handling necessary arrangements and attendance at the funeral in question. In the case of death of spouse or child additional vacation time may be awarded to the employee.

8.) MILITARY LEAVE

In accordance with the provisions of statute, employees who are members of the National Guard required to undergo annual field training shall be entitled to leave of absence with pay for the duration of field training. Such employees will be paid during a period of local emergency when ordered to active duty for a period not exceeding two (2) weeks.

Employees who volunteer or are ordered into the armed forces during time of war may be granted military leave without pay for the period of actual military service with the right to return to the employee's position upon release from active duty.

9.) MATERNITY LEAVE

A maternity leave of absence must be requested in writing and may be taken for a period of only one (1) calendar month from the date of birth of the infant. Accumulated sick leave may be utilized during pregnancy, prior to the birth of the child, when a physician's certificate is furnished indicating that the employee is unable to

work for reasons of health and during the maternity leave upon presentation of a physician's certificate and after available vacation time has been exhausted. Available vacation time may also be used during the prenatal period.

Payment for accumulated sick leave used during a maternity leave of absence cannot be made until the employee has returned to work. The Township cannot guarantee to hold the employee's position open beyond expiration date of the maternity leave of absence.

Male members, upon the birth of a child, shall be granted the use of ten (10) sick days for maternity leave with pay, unless there is an emergency. However, if there is a family emergency concerning this section, additional time off, using vacation leave, may be granted.

10.) JURY DUTY

Employees who are summoned for service as Jurors will be excused, without charge to leave time, on days they are required to be present in court. If the employee is not required to be present for jury duty for the entire work day, he must return to work immediately upon dismissal.

11.) LEAVE OF ABSENCE WITHOUT PAY

Upon recommendation of the employee's supervisor, the Township Manager may grant a leave of absence without pay to a permanent employee of the department for a period not exceeding six (6) months at any one time.

12.) INJURY LEAVE

Employees who are injured in the line of duty and must be absent from work and supply a medical certificate substantiating that the injury precludes their performing work shall be given injury leave with pay.

Injury leave shall be denoted on all records and shift schedules by an "I" and shall not be deducted from regular accumulated sick leave nor used in evaluations. Those injuries which are chronic or repetitive in nature, causing the employee to miss work on an irregular basis due to pain or discomfort associated with those injuries shall also be listed as injury leave as long as they are substantiated by a Township doctor's certificate and the employee is under continuing doctor's care for the original injury. The Township shall maintain a list of Township physicians to include a medical doctor, an orthopedic specialist and chiropractor.

13.) CARDIAC/MEDICAL EVENT

Any member of the Association who suffers a cardiac/medical event which is work related shall have that disability treated as an on-the-job injury and that officer shall be entitled to receive full pay and benefits for up to one (1) year.

In order to determine whether the cardiac/medical event is work related, the employee shall be medically examined and the determination of the physicians shall be binding and final on all parties. For the purpose of this Agreement, the physician making the determination shall be recognized specialist in his field. The physician shall be mutually agreed upon and cost split between employee and Township.

14.) SHOOTING INCIDENT/SEVERE TRAUMATIC EVENT

Due to the severe mental stress of a shooting incident, or other traumatic incident, in which life is lost or severe injury results, the Township will provide psychiatric treatment to include evaluation, counselling and any therapy deemed necessary by the attending physician if so requested by the member involved. All such medical records shall be kept confidential between the member and the doctor. Following said event(s) an officer shall be granted four (4) working days off with pay, providing that there are no injuries which require injury leave. Any emotional disorders arising from said incidents shall be treated as an on-the job injury and treatment shall be provided as and when necessary. There shall be a periodic review of any treatment after every three (3) month interval. The review shall be between the physician, the Township Manager or his designee and one representative of the MHPDRA or its designee to determine the need for further treatment.

15. For records purposes, the use of sick leave, injury leave or other disability leave shall be used even if the member is on vacation, holiday, comp or any other type of leave as specified within this agreement and so denoted in the records so as not to deprive the member of accumulated leave time due to illness or disability.

17. MEDICAL BENEFITS

A. The Township shall provide the following medical insurance for each full time employee, spouse and child; Blue Cross, 14-20 Plan, Blue Shield, Major Medical and Rider "J" insurance program or an equivalent plan provided by another insurance providing same as equal benefits and is agreeable to the Association, such as HMO medical plan.

(1.) Insurance Buy-Back

For the benefit of those members who have spouse or other family members enrolled in a family medical plan whereby the member is also covered, the member may elect to abstain from the plan and shall receive a sum of 70% of the value of the Township's cost of the plan. Members may rejoin the medical plan at open enrollment paying any differential in premiums. To be covered by this clause, the member must have been enrolled as of July 1, 1987. Reimbursement will be paid by the second pay in July of each year. Notification to the Township must be made by November 30 of the prior year.

B. A dental plan shall be provided by the Township to the members of the MHPDRA at Township expense.

C. The Township shall make available \$500.00 per unit member available as a family medical allowance to pay for verifiable medical expenses which are not otherwise covered by insurance. These funds are not transferable from member to member and any unused portion of the annual funds allocated to any unit shall not carry into the next year.

Receipts shall be submitted by the member indicating services were received and paid for by the member. The member shall be reimbursed within one (1) month for any bills over \$100.00 or any total of bills over \$100.00. In the event that one month reimbursement schedule cannot be met a notice will be sent to the person submitting the bill. Bills for amounts less than \$100.00 shall be held for payment until that amount is reached.

18. INDEMNIFICATION OF MEMBERS

The parties agree that Law Enforcement Professional Liability Insurance coverage currently provided by the Township of Mount Holly, shall be incorporated herein and its provisions effective for the balance of the life of said policy.

In the event that the Township shall find it necessary to obtain other insurance coverage, in the form of Personal Injury Liability Insurance, the provisions and coverage of said subsequent policy shall be applicable to the members, so long as said coverage shall not result in any additional cost to said members or reduce the coverage presently provided.

In the event the Township determines that it does not wish to obtain said insurance coverage, it shall indemnify the members and hold them harmless in accordance with the terms of the policy currently in effect, as if said insurance policy remained in effect.

19. SEPARABILITY AND SAVINGS CLAUSE

A. The Township and Association recognize the authority of Federal and State governments dealing with economic controls. Therefore, salary or wage increases or other economic changes will be implemented to the extent that such implementation is not prohibited by law.

B. If any provision of this Agreement or any application is held to be invalid by legislative changes or by a court of competent jurisdiction, all other provisions of the Agreement shall not be effected thereby and shall continue in full force and effect.

20. DEATH BENEFITS

A. Death in the line of duty, shall, for the purpose of this agreement, refer to any death while actively performing normal duties or any death arising out of direct performance of duties.

1. The Township shall pay for and provide all necessary services for a funeral, uniformed or private, at the family's preference, over and above what Worker's Compensation pays.

2. Payment of full salary and all benefits stated within this agreement, to surviving spouse and family for four (4)

months from date of occurrence.

3. Payment of all benefits, to include any remaining funds in medical allowance, uniform allowance, holiday, vacation, comp time and any other item herein listed in this agreement, consistent with limitations in the contract currently in force.

4. Continuation of group medical insurance and allowance to surviving spouse and family for up to thirty (30) months, unless remarried. After this time has elapsed spouse may elect to pay for the insurance at the group rate.

5. Payment fees for an attorney to assist spouse in obtaining all insurance and benefits they are entitled to under the provisions of this contract and applicable laws and to settle the estate, not to exceed \$500.00.

21. RETIREMENT

A. RETIREMENT DEFINED

Retirement, for the purpose of this agreement, shall mean service retirement, special retirement, ordinary disability retirement, deferred retirement, mandatory retirement, accidental disability retirement, or any other form of retirement as defined by statutes and regulations governing the New Jersey Police and firemen's Retirement System.

B. OTHER RETIREMENTS

1. In the event of other type of retirement as listed under RETIREMENT DEFINED, the member may:

a.) upon retirement shall be presented with his breast badge, and along with a wallet badge and ID card, listing the member as retired.

b.) the member shall be eligible to retain his/her insurance coverage at the group rate, said rate to be paid by the individual.

c.) upon retirement, the personnel folder of the member shall be either turned over to the member, destroyed at his request, or sealed and not released to any outside parties without the express written approval of the member.

22. COMMUNICATIONS

A. Written Communications

1. All written communication, those communications in writing from members to any supervisor, superior officer, other officer or Township official or officer, requesting action, notification or reply, shall be forwarded to the addressee in a prompt manner.

2. All written communications requesting reply, action, notification or otherwise requiring return communication indicating an answer or confirmation of action shall be answered by the addressee in writing within five (5) working days.

3. The grievance procedure will not apply to this section.

23. EXCHANGE OF TOURS

A. The Chief of Police or Director of Public Safety or his designated representative, at their sole discretion, may grant reasonable requests of employees to exchange tours of duty with other members. Trades by ranking officers must be done with a member who has minimum of five (5) years duty, provided the request is with the mutual consent of both employees concerned.

B. Under no circumstances will employees be permitted to exchange tours of duty if such exchange would diminish the effectiveness of the Police Department or the efficiency of the operations.

C. Under no circumstances will employees be permitted to exchange tours of duty if such exchange would diminish the effectiveness of the Police Department or the efficiency of the operations.

D. In the event that an officer who exchanges a tour of duty with another officer who fails to report to duty or call in that he is sick, the officer scheduled for replacement will be considered AVOL and subject to immediate disciplinary action.